



July 5, 2007

Maureen Muti
Sprint PCS
1 International Blvd ., Suite 800
Mahwah, NJ 07495

Re: 160' Monopole for Hamden / CT54XC773
EEl Proposal # 2007-0879-0

Dear Ms. Muti:

In response to your request, Engineered Endeavors, Inc. (EEI) is pleased to offer the following quotation. EEI will supply the following items summarized on attached page.

Structure and Anchor Bolt Shipment Lead Times are as follows:

Anchor Bolt and Template Lead Times: 2 weeks ARO

Structure Lead Time: 4 to 6 weeks ARO

When making delivery arrangements, please note that EEI requires a minimum of 7 working days advance notice prior to shipment.

In order to maintain quoted lead-times, EEI must have written or verbal approval within three days of approval drawing submittal. If approval is not received at that time, EEI will assume approval and proceed with fabrication of structure as shown on approval drawing. Any customer originated changes made after the approval period may impact both schedule and cost.

Prices are FOB Origin. Freight will be invoiced as a separate item.

Proposal is subject to the attached standard terms and conditions except where specifically altered. The quoted prices and lead times are subject to prior sale. Order acceptance subject to credit approval. For new accounts, payment terms are 50% down, balance upon completion of fabrication.

We are pleased to offer you this proposal and look forward to working with you on this and future requirements. If you have any questions or require additional information, please call our offices at (304) 757-1480 or fax at (304) 757-1321.

Sincerely,
ENGINEERED ENDEAVORS, INC.

Duane Monk
Regional Sales Manager - North

Enclosure
cc: Patrick H. Deloney



ENGINEERED ENDEAVORS, INC.**Quote Details****Quote Number: 07-0879****Line Item: 07-0879-A0****Description:** 160' Monopole**Quantity:** 1**Site Location:** Hamden**Site Name:** Hamden - CT54XC773

Components:	Quantity	Length	Accessories
	16		Hand Holes
	5		Access Ports
	122		Step Bolts
	36		Anchor Bolts - 2.25" x 8' w/ 5 Hex Nuts
	2		Templates
	1		12' Top Std. Platform
	12		Antenna Mounts
	1		Buss Bar
	1		Lightning Rod
	1		Lightning Rod Extension
	1	160 ft	Safety Climb w/o Harness

Sub-Total: \$73,907**Additional Items**

Foundation Design	\$500
Structure Design	\$500

Quote Price: \$74,907**Optional Items: None****Price is subject to steel and galvanizing increase surcharges****Freight estimates are subject to fluctuations in shipping costs and availability.****Notes:**

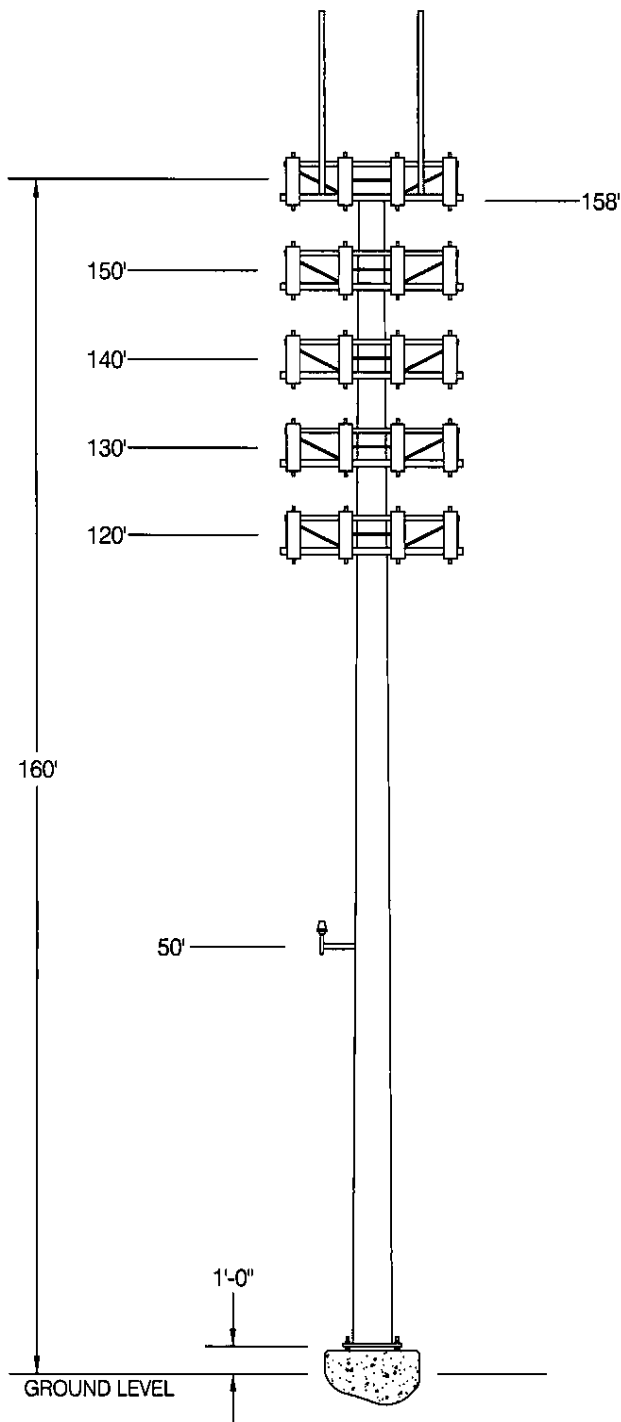


Customer: SPRINT NEXTEL
Description: 16' MONOPOLE
EEI Job Number: 07-0879



Location: NEW HAVEN COUNTY, CT
Site Name: HAMDEN
Site Number: CT54XC773

Designed By: R. BELKIN
Design Date: 7/3/2007
Status: RELEASE



- (2) 20' OMNI ANTENNAS MOUNTED ON LOW PROFILE PLATFORM AT 160' (FUTURE)
- (12) DB950F65 PANEL ANTENNAS MOUNTED ON LOW PROFILE PLATFORM WITH HANDRAILS AT 160'± (SPRINT)
- (12) DB950F65 PANEL ANTENNAS MOUNTED ON LOW PROFILE PLATFORM WITH HANDRAILS AT 150'± (FUTURE)
- (12) DB950F65 PANEL ANTENNAS MOUNTED ON LOW PROFILE PLATFORM WITH HANDRAILS AT 140'± (FUTURE)
- (12) DB950F65 PANEL ANTENNAS MOUNTED ON LOW PROFILE PLATFORM WITH HANDRAILS AT 130'± (FUTURE)
- (12) DB950F65 PANEL ANTENNAS MOUNTED ON LOW PROFILE PLATFORM WITH HANDRAILS AT 120'± (FUTURE)
- (1) GPS ANTENNA MOUNTED AT 50'±

DESIGNED IN ACCORDANCE WITH THE TIA 222-G AND
ASCE 7 FOR 115 MPH 3-SECOND GUST WIND
SPEED

- STRUCTURE CLASSIFICATION - II
- EXPOSURE -C
- TOPOGRAPHIC CATEGORY - 1

DESIGN MEETS THE REQUIREMENTS OF THE 2006
INTERNATIONAL BUILDING CODES FOR 115 MPH
3-SECOND GUST WIND SPEED

7610 Jenther Drive • Mentor, Ohio 44060-4872
Phone: (440) 918-1101 • Phone: (888) 270-3855
Fax: (440) 918-1108 • www.engend.com

ENGINEERED ENDEAVORS, INC. STANDARD CONDITIONS GOVERNING SALE OF PRODUCTS

1. TERMS AS STATED HEREIN:

All orders are subject to the approval of Engineered Endeavors, Inc.'s (herein called the Seller) Credit Department. The Seller reserves the right to quote special terms for extended deliveries. The customer or person or entity purchasing products and/or services from Seller is herein referred to as "Buyer." Buyer's acceptance of the products and/or services will manifest Buyer's assent to these terms and conditions.

2. PRICE POLICY:

a) Unless specifically stated otherwise, prices quoted are firm provided Seller is able to complete fabrication and shipment on or before the specified date as quoted herein. All prices are F.O.B. fabrication facility unless specified otherwise. All prices are exclusive of taxes, customs, duties, transportation, and insurance, which are to be borne by Buyer unless Seller's quotation specifies otherwise.

b) Prices quoted herein are based on award of the entire project unless stated otherwise in proposal.

3. TERMS OF PAYMENT:

a) With Seller's approval, net thirty (30) days from date of shipment or order to hold.

b) Past due accounts will bear interest at the lower of 1-1/2% per month or the maximum rate permitted by law in Buyer's state with Buyer to pay all costs of collection. Buyer agrees that any past-due account may be assigned for financing.

c) Any agreed-to retentions shall be paid 30 days from date of final shipment.

d) Acceptance of Seller's proposal shall not constitute a binding contract until approval of credit and terms of payment is made by Seller regardless of any implied conditions stated in specifications.

e) Buyer shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts.

f) Buyer hereby grants Seller a security interest in all products sold to Buyer by Seller (which security interest shall include any products held by Seller pending delivery to Buyer), which security interest shall continue until all such products are fully paid for in cash, and Buyer, upon Seller's demand, will execute and deliver to Seller such instruments as Seller requests to protect and perfect such security interest.

g) In the event Seller completes fabrication of the products as of the acknowledged ready date and Buyer is unable to accept delivery of the products at the time of completion, Buyer will request goods be held by Seller for specified period. Seller will transfer title and risk of

loss to any products completed for Buyer upon completion of fabrication and delivery to Buyer of the invoice(s) for such products. Seller may hold and store the products for Buyer pursuant to the terms and conditions set forth herein, including but not limited to the storage costs and the grant of security interest in all products.

4. STORAGE CHARGES:

a) Ninety day grace period from scheduled shipment date.

b) On 91st day, one-time fee of \$250 per structure will be made to cover shipping to storage.

c) Storage assessments are \$200 per structure per month, or any fraction thereof. For disguised products and panels, monthly storage will be \$750.

5. TAXES:

Any taxes which the Seller may be required to pay and does pay under any existing or future law upon or with respect to the sale, purchase, delivery, storage, processing, use, consumption or transportation of any of the products covered by this proposal shall be deemed to have been so paid for the account of the Buyer, who shall promptly pay the amount thereof to the Seller upon demand; provided, however, that this section shall not apply if Buyer furnishes Seller, with order, a valid tax exemption certificate in form acceptable to the appropriate taxing authority. In a case where the Seller is not required by law to collect taxes, it is the Buyer's responsibility to self assess and remit tax payments to the proper governmental authorities. The Seller's prices do not include sales, use, excise, or similar taxes. When applicable, these taxes will be shown as separate line items on the Seller's invoices to Buyer.

6. SHIPMENT/DELAYS:

a) Unless Seller's quotation specifies otherwise, shipment of products are made and delivery shall occur F.O.B. Seller's shipping point.

b) Any shipment estimate period included herein shall not commence until Seller has accepted Buyer's written purchase order with complete material requirements including any required approved drawings or written releases to proceed with manufacturing.

c) If there is any design change, suspension, or unreasonable delays not caused by Seller which prevents completion of the Seller's work, or if Buyer defaults, Seller shall have the right to estimate the value of all work performed, including engineering and administrative, and of all material fabricated, in whole or in part, under any contract entered into on the basis of Seller's proposal, and the Buyer shall promptly pay in full the amount of the estimate (including engineering, administrative, profit, and opportunity costs) to the Seller upon invoice.

d) Seller shall be excused for any delay or failure in performance due to acts of God, war, authorities, failures of suppliers, vendors, or subcontractors, fires, floods, accidents, quarantine restrictions, mill conditions, labor unrest, delays in transportation, shortage of fuel, labor, materials, breakdown, or destruction of plant or equipment or other manufacturers' difficulty, or any other cause beyond the reasonable control of Seller. During the above described events any contract between the parties shall be suspended. Upon the cessation of said intervening event, the Sellers shall have a reasonable time to perform hereunder and Buyer agrees to accept delivery of the Products.

e) THE SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (AS DEFINED HEREIN) OR LOSS OF PROFITS, FOR ANY DELAYS OR FAILURE TO PERFORM FOR ANY REASONS WHETHER OR NOT EXPRESSLY SET FORTH HEREIN.

7. DESIGN:

a) Seller's designs, details, erection plans or bills of material are prepared in accordance with generally accepted engineering practices.

b) The parties acknowledge and agree that, if Buyer has identified specific applications for the use of the products, Seller shall not be responsible for any deviations from the specific applications or the nondisclosure by Buyer of any additional information, whether known or unknown which may affect or relate to the selection or recommendation by Seller of any specific products, designs, erection plans, or bills of material.

c) Buyer's Specifications: If the design and specifications are specified by Buyer, the parties agree that Buyer is exclusively responsible for the design and specifications. Seller shall not be responsible for the correctness or adequacy of any design details, or erection plans, or bills of material not furnished by Seller. Unless otherwise expressly provided, the parties agree that Seller shall not be responsible for or obligated to inspect, correct, or modify in any regard the designs, specifications, or bills of material supplied by Buyer.

d) Combined Specifications: In the event that both the Seller and Buyer each shall partially design the Products or select the bill of materials, the Seller shall not be responsible for the integration of its design or selection with those of the Buyer and Buyer shall be exclusively responsible for said integration.

e) Modifications: The parties further agree that the Seller shall not be responsible for any Products which have been modified or integrated with other products not designed or selected by the Seller.

8. CHANGE ORDERS:

a) Seller shall not be obligated to furnish or perform extra material or labor required by changes in the scope of the work and/or additions to the project until all of the terms and conditions thereof have been agreed upon and the Seller has received written approval for such from the Buyer. If Seller furnishes extra labor or materials at Buyer's request, but

without Buyer's prior written approval of all terms and conditions, Buyer agrees that such labor or materials shall be furnished at Seller's price and terms for similar work.

b) Seller will apply best efforts to make any changes in the work that Buyer or his agents order in writing, and Buyer shall promptly furnish all necessary information. Design and detail drawings reflecting changes in the work which Buyer or his agent may make subsequent to the date of this proposal shall constitute extra orders in writing to Seller to make such changes. Unless otherwise agreed upon between Buyer and Seller, Buyer shall pay Seller for any additional work Seller performs as a result of any such changes.

9. INSPECTION:

The material to be furnished by Seller shall be subject to Seller's standard inspection at the place of manufacture. If Buyer or his agent is to inspect, such inspection shall be so conducted as not to interfere unreasonably with the manufacturer's operations. Consequent approval or rejection shall be made before shipment of the material.

Notwithstanding the foregoing, if, upon receipt of such material by Buyer, the same shall appear not to conform to the contract between Buyer and Seller, Buyer shall notify Seller, in writing, of such condition within ten (10) days of unloading and afford Seller a reasonable opportunity to inspect the material. No withholding of funds, back charges, returns, credits, or repairs against amounts otherwise due Seller will be permitted unless agreed to in writing by Seller before incurrence of such charges.

10. TITLE, RISK OF LOSS, SHIPPING:

Subject to Section 3 of these Standard Conditions, risk of loss will pass to Buyer at Seller's point of shipment. If Buyer is unable to accept Products in accordance with the shipment schedules, Seller will store the finished products at place of Seller's choosing. Costs related to storage beyond ninety (90) days (including insurance) shall be borne by the Buyer. Invoices for the Product will be issued the date the Product is placed in storage, less applicable freight charges. It will be the responsibility of the Buyer to notify Seller within 48 hours on F.O.B. destination shipments of any shipping damage and note on the shipping documents prior to receiving the Product. Failure to comply with this requirement will absolve Seller from any damage claims.

11. PATENTS:

The Buyer shall indemnify and save the Seller harmless from infringement of U.S. and Foreign patents resulting from Seller's compliance with design or specifications furnished by Buyer. Seller shall indemnify and save the Buyer harmless from infringement of patents by materials furnished or work performed hereunder in conformity with designs or specifications furnished by Seller.

12. LIMITED WARRANTY:

Seller warrants to the original purchaser for a period of one year from date shipped that the Products are free from defects in materials and workmanship.

THESE ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER WITH RESPECT TO THE PRODUCTS AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE, AND WHETHER OR NOT SELLER'S PRODUCTS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY SELLER FOR BUYER'S USE OR PURPOSE.

These warranties do not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, unsuitable power sources, unsuitable environmental conditions, negligence (other than Seller's), unauthorized modification or alteration, improper installation, maintenance or application or any other cause not the fault of Seller. To the extent that Buyer or its agents have supplied specifications, information, representation of operating conditions or other data to Seller in the selection or design of the products and the preparation of Seller's quotation, and in the event that actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER SHALL BE LIMITED TO REPAIR, CORRECTION OR REPLACEMENT, OR REFUND OF THE PURCHASE PRICE. SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC PRODUCTS PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. BUYER AGREES THAT IN NO EVENT SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. THE TERM "CONSEQUENTIAL DAMAGES" SHALL INCLUDE, BUT NOT BE LIMITED TO, LOSS OF ANTICIPATED PROFITS, BUSINESS INTERRUPTION, LOSS OF USE OR REVENUE, COST OF CAPITAL OR LOSS OR DAMAGE TO PROPERTY OR EQUIPMENT. IT IS EXPRESSLY UNDERSTOOD THAT ANY TECHNICAL ADVICE FURNISHED BY SELLER WITH RESPECT TO

THE USE OF THE PRODUCTS IS GIVEN WITHOUT CHARGE, AND SELLER ASSUMES NO OBLIGATION OR LIABILITY FOR THE ADVICE GIVEN, OR RESULTS OBTAINED, ALL SUCH ADVICE BEING GIVEN AND ACCEPTED AT BUYER'S RISK.

13. LIMITATIONS OF ACTIONS:

Any action for breach of this agreement must be commenced within one year after final shipment of the Products.

14. NUCLEAR AND MEDICAL:

PRODUCTS AND SERVICES SOLD HEREUNDER ARE NEITHER FOR USE IN ANY NUCLEAR AND RELATED APPLICATIONS NOR FOR USE AS COMPONENTS IN LIFE SUPPORT DEVICES OR SYSTEMS INTENDED FOR SURGICAL IMPLANT INTO THE BODY OR INTENDED TO SUPPORT OR SUSTAIN LIFE WITHOUT SELLER'S PRIOR WRITTEN CONSENT. Buyer accepts the Products with the foregoing understanding, agrees to communicate the same in writing to any subsequent purchasers or users and to defend, indemnify and hold harmless Seller from any claims, losses, suits, judgments and damages, including incidental and consequential damages, arising from such use, whether the cause of action is based in tort, contract or otherwise, including allegations that Seller's liability is based on negligence or strict liability.

15. INDEMNIFICATION:

Buyer shall indemnify, defend and hold harmless Seller from and against any and all liabilities, losses, expenses, liens, claims, demands and causes of action arising out of any negligent act or omission of Buyer, its officers, agents, employees, contractors or assigns.

16. CONTROLLING TERMS:

These terms and conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, rescission, discharge, abandonment or waiver of these terms and conditions shall be binding upon Seller, unless it is made in writing and it is signed on Seller's behalf by a duly authorized representative. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless it is hereafter made in writing and signed by the party to be bound. No modification or additional terms shall be applicable to these terms and conditions by Seller's receipt, acknowledgment, response to or acceptance of Buyer's request for quotation, purchase orders, shipping instructions, or other documentation containing terms at variance with or in addition to those set forth herein. Any such modifications or additional terms are specifically rejected by Seller. No waiver by either party with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any

other right or remedy, unless such waiver is expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication are subject to correction. Any provisions hereof which are found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions. The section headings are for convenience only and are in no way intended to affect the meaning or interpretation of any provision hereof. Any required or permitted notice will be deemed given when received in writing at the address of the party being given notice.

17. ACCEPTANCE:

The parties agree that any offer to purchase by the Buyer shall only be accepted by the Seller upon written acknowledgment by the Seller at the home office of the Seller.

Engineered Endeavors, Inc. 09/04